

TOWN OF ST. JOHN, LAKE COUNTY, INDIANA

ORDINANCE NO. 1101

AN ORDINANCE AMENDING ORDINANCE NO. 1089, THE SAME BEING AN ORDINANCE ESTABLISHING FEES FOR THE ST. JOHN HEALTH & FITNESS CENTER.

WHEREAS, the Town of St. John, Lake County, Indiana, by and through its Town Council, did, on October 22, 1998, pass Ordinance No. 1089, the same being an ordinance establishing fees for the St. John Health & Fitness Center; and

WHEREAS, it has come to the attention of the Town Council that certain amendments to the fees fixed and certain additions to the same should be amended, modified, and/or added; and

WHEREAS, the Town Council of the Town of St. John, Lake County, Indiana does hereby find that it is in the best interest of the residents and citizens of the Town of St. John, Lake County, Indiana that Ordinance No. 1089 be amended accordingly and as set forth below.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of St. John, Lake County, Indiana that the following schedule of fees for the St. John Health & Fitness Center shall be as follows, to-wit:

I. Enrollment Fees. Enrollment fees are based upon continuous membership. If membership is cancelled and member later rejoins, member will be subject to an additional membership fee. Membership enrollment fees shall currently be established as follows:

- A. Single membership \$40.00
- B. Family membership \$60.00

II. Monthly Fees. There shall be monthly fees fixed and established as follows:

	<u>St. John Residents</u>	<u>Non-St. John Residents</u>
A. Single	\$32.00	\$35.00
B. Couple	\$50.00	\$60.00
C. Family members	\$18.00	\$20.00
D. Seniors	\$25.00	\$25.00
E. Restricted	\$20.00	\$25.00
F. Students	\$18.00	\$18.00
(high school or college)		
G. Weekly pass (per week)	\$10.00	\$10.00

H. Day pass                    \$ 5.00                    \$ 5.00  
    (per day)

Family members are children 17-23 years of age and residing in the same home and residence. Seniors rates are available for those 62 years and older. Restricted rates are for use of the facility at a specific time to be established by management.

High school or college students must show student identification card; students may activate for one (1) month at a time; students must utilize membership at least three (3) months out of each year or enrollment fee will be re-assessed.

III. Special Membership Rates.

A. Active Town policemen and firemen and employee staff of the St. John Health & Fitness Center shall be exempt from membership charges and enrollment fees.

B. Town employees and current Town board and/or commission members shall be \$15.00 per month, and enrollment fees shall be waived.

IV. Additional Special Provisions.

A. Family hours are designated for adult members who wish to bring their children (age 12-17) to the Fitness Center in order to utilize the facility together. Parents must remain with the child and are responsible for child during the visit. The fee for the child is \$10.00 per month. Hours are restricted to 1:00 p.m. to 5:00 p.m. on Saturdays and Sundays and Wednesdays from 5:00 p.m.-8:00 p.m.

B. Punch tickets are hereby authorized for special promotions at \$50.00 for fifteen (15) punches representing fifteen (15) visits. Punch tickets shall have a six (6) month expiration date. The Health & Fitness Center Director shall be entitled to offer punch tickets on a monthly and special basis at her discretion from time to time as she deems necessary or proper. The Director is also hereby authorized to allow non-members a one (1) time one (1) day free pass to use the facility and its amenities.

C. Moving-Relocation. A member with a signed Contract may be released from the same if the member moves ten (10) or more miles from his current residence. Proof must be presented to Fitness Center management sixty (60) days in advance of the projected termination date of the Contract.

D. Cancellation. The membership Contract may be cancelled if one of the following occurs:

- i. Member's death;

- ii. Member becomes totally physically disabled for the duration of the Contract;
- iii. The Contract services are no longer available because the St. John Health & Fitness Center discontinues its operation;

To cancel the Contract for one of these three (3) reasons, the member or member's representative must deliver a written notice within thirty (30) days, certified or registered mail. Member will receive a refund within thirty (30) days of the receipt of the cancellation notice, but the Fitness Center may retain that portion of the Contract price which represents service used or completed plus reimbursement for the expenses incurred in an amount not to exceed 25% of the total membership amount. Under no circumstances may the Fitness Center demand more than the full Contract price.

E. Suspension of Membership. A member who has a signed Contract may suspend their membership up to three (3) months (per Contract) total, due to a physical disability. In order to do so, the member must present a physician's written report as to the nature of the physical disability. Additionally, if a member is temporarily relocating and desires to suspend their membership during such temporary relocation period, they must present proof to Fitness Center management. Five Dollars (\$5.00) per month shall be charged to the member during the suspension and original monthly payments resumed when the suspension is removed by the member. The member shall have no facility privileges during the suspension period.

F. Gift Certificates. The Health & Fitness Center may sell gift certificates in any amount for use towards fees or services offered by the Health & Fitness Center. These certificates shall have no cash equivalent value and are non-refundable.

G. Day Care. Twenty Dollar (\$20.00) punch cards may be purchased for day care use. Fees shall be Two Dollars (\$2.00) for one (1) child and One Dollar (\$1.00) for each additional sibling. There shall be a two (2) hour limit on day care. Hours shall be fixed by management.

BE IT FURTHER ORDAINED that all rates may be changed from time to time.

BE IT FURTHER ORDAINED that if a member prepays for the first year prior to the opening of the facility, that member shall be entitled to a \$50.00 discount.

BE IT FURTHER ORDAINED that a late charge of Five Dollars (\$5.00) shall be assessed for every monthly payment that is paid after the first of each month.

BE IT FURTHER ORDAINED that management shall be entitled to

pro-rate fees (depending upon membership joining date) at a rate of 25% off for three (3) weeks, 50% off for two (2) weeks, and 75% off for one (1) week. The discounts aforesaid are allowed when a member signs a Contract after the first of any month.

BE IT FURTHER ORDAINED that personal trainers will be available as independent contractors for the members use. The Town shall receipt for the charges for the personal trainer's sessions, and the personal trainer shall bill the Town for their services rendered. The Town shall remit 50% of the funds collected for the personal trainer services rendered and remit same to the personal trainer, retaining 50% of all funds collected. Each personal trainer shall be entitled to charge their own fees for services rendered and sessions based upon their own experience and educational background.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 1089 when not in conflict herewith shall remain in full force and effect.

BE IT FURTHER ORDAINED that if any section, clause, provision, or portion of this ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other section, clause, provision, or portion of this ordinance.

BE IT FURTHER ORDAINED that the Town Council declares an emergency and that this ordinance shall take effect and be in full force and effect, from and after its passage by the Town Council of the Town of St. John, Lake County, Indiana, pursuant to law.

PASSED AND ADOPTED by the Town Council of the Town of St. John, Lake County, Indiana, this 30<sup>th</sup> day of December, 1998.


TOWN COUNCIL, TOWN OF ST. JOHN,  
LAKE COUNTY, INDIANA

  
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JOHN R. TAYLOR

  
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FRED J. KISH

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DOUGLAS E. PATTERSON

ATTEST:

  
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JUDITH L. COMPANIK  
Clerk-Treasurer